

### Remarks

Claims 1-26 currently stand rejected. Claims 18 and 20 have been canceled. Thus, claims 1-17, 19 and 21-26 remain in the application. Claims 1-9, 11-13, 15, 16, 19, and 21-26 are amended. The Assignee respectfully traverses the rejections and requests allowance of claims 1-17, 19 and 21-26.

### Claim Amendments

Claim 1 is amended to indicate that the communication link through the server between at least a first party of a number of parties of a telephone call and the message translator is a full-duplex text communication link via an Internet Protocol connection. Support for a full-duplex connection is provided in the present application at, for example, the first full paragraph of page 12. Claims 3 and 6-8 are similarly amended. Claim 1 is further amended to provide "a communication link between a conference bridge and the message translator..." as discussed in the first two paragraphs of page 12 of the present application.

Claim 2 is amended to indicate that the communication link between the second party and the message translator is a voice communication link. Claims 4, 5 and 22 are amended similarly.

Claim 9 is amended to replace the reference to a human communications assistant with a reference to a message translator terminal, which is described in the last paragraph beginning on page 6, referencing Fig. 1. Claim 16 is amended in a similar fashion.

Claims 11 and 12 are amended to remove the limitation "as required."

Claim 12 is further amended to indicate that the Internet protocol connections are full-duplex text Internet Protocol connections. Claim 15 and 23-26 are amended in a similar fashion.

Claim 12 is further amended to provide "a conference bridge coupled with the message translator..."

Claim 13 is amended to indicate that the communication line connection between the message translator and the second party is a voice communication line connection.

Claim 18 is canceled, as its provisions are already incorporated into claim 12.

Claim 19 is amended to incorporate the provisions of claim 20. Further claim 19 is amended to indicate that the communication link between the first party and the call center is a full-duplex text communication via Internet Protocol, while the communication link between the

second party and the call center is a voice communication link. Also, claim 19 provides for “establishing a communication link between a conference bridge and the call center....”

Claim 20 is canceled, as its provisions are now incorporated into claim 19.

Claim 21 is amended to replace the reference to the call center operator with a reference to a call center message translator. Claims 22, 23, 25 and 26 are amended similarly. Use of a message translator in a call center is discussed in the fourth paragraph of page 12 of the present application. Claim 21 is further amended to indicate that the communication link through the server is a full-duplex text communication link, and further provides “a communication link between a conference bridge and the call center message translator....”

Claim 23 also now includes “a conference bridge coupled with the call center message translator....”

#### Provisional Obviousness-Type Double Patenting Rejection

Claims 1-26 stand provisionally rejected under the judicially-created doctrine of obviousness-type double patenting as being unpatentable over claims 1-12 of copending U.S. Patent Application No. 09/723,780. The Assignee respectfully elects to postpone any discussion of the propriety of the provisional obviousness-type double patenting rejection, or the possibility of filing a terminal disclaimer under 37 C.F.R. § 1.321(c), while claims 1-26 of the current application stand rejected on other grounds.

#### Rejection for Lack of Enablement Under 35 U.S.C. § 112, First Paragraph

Claim 19 stands rejected under 35 U.S.C. § 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. More specifically, the Office action indicates that the specification is non-enabling for failing to disclose all possible steps for performing the stated single-step method of claim 19. Page 3 of the Office action.

The Assignee respectfully traverses the rejection in light of the current amendments to claim 19. More specifically, amended claim 19 now comprises three steps: (1) “establishing a full-duplex text communication link between at least a first party and a call center via Internet Protocol;” (2) “establishing a voice communication link between at least a second party and the

call center;" and (3) "establishing a communication link between a conference bridge and the call center, thereby allowing a first party to participate in a conference call via the full-duplex text communication link." As a result, the Assignee asserts that claim 19, as amended, is no longer a single step claim. Therefore, the Assignee respectfully requests that the 35 U.S.C. § 112, first paragraph, enablement rejection of claim 19 be withdrawn.

Rejection for Non-Statutory Subject Matter Under 35 U.S.C. § 101

Claims 9, 16 and 23-26 stand rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. More specifically, the Office action indicates that the "human communications assistant" of claims 9 and 16, and the "call center operator" of claims 23-26, are human beings, and hence do not represent statutory subject matter. Page 3 of the Office action.

The Assignee respectfully traverses the rejection in light of the current amendments to claims 9, 16, and 21-26. The references to a "human communications assistant" have been replaced with references to a "message translator terminal" in current claims 9 and 16. Fig. 1 of the present application indicates that a message translator terminal 24 comprises at least part of the message translator 22, as described in the last paragraph beginning on page 6. Further, references within claims 21-26 to a "call center operator" have been replaced with references to a "call center message translator." Discussion of the use of a message translator 22 in conjunction with a call center is provided in the fourth full paragraph of page 12 of the present application. As the message translator terminal and the call center message translator are described in the current specification as non-human elements, the Assignee asserts that current claims 9, 16 and 21-26 describe statutory subject matter. Therefore, the Assignee respectfully requests that the 35 U.S.C. § 101 non-statutory subject matter rejection of claims 9, 16 and 23-26 be withdrawn.

Anticipation Claim Rejections Under 35 U.S.C. § 102

Claims 1-8, 10, 12-15, 17 and 19-22 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,421,425 to Bossi et al. (hereinafter "Bossi"). In addition, claims 1-8, 10-15 and 17-22 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,546,082 to Alcendor et al. (hereinafter "Alcendor"). The Assignee respectfully traverses these rejections in light of the current amendments to claims 1, 12, 19 and 21, as well as the following discussion.

Amended method claim 1 currently provides, in part, "providing a *full-duplex text communication link* through the server between at least a first party of a number of parties of a telephone call and the message translator via an Internet Protocol connection." (Emphasis supplied.) Method claims 19 and 21 also provide for a full-duplex text communication link. Similarly, amended system claim 12 now provides "a server having communication capability over an Internet Protocol connection for establishing a *full-duplex text Internet Protocol connection* to the terminal device and for establishing a *full-duplex text Internet Protocol connection* to the message translator." (Emphasis supplied.) In other words, a full-duplex text connection via an Internet Protocol connection is provided by which text communications can occur simultaneously in both directions.

Claim 1 also provides for "a communication link between a conference bridge and the message translator" to allow conference calls made possible by way of the full-duplex text communication link, as discussed in the present application in the first two paragraphs of page 12. Claims 19 and 21 each provide a similar limitation. In addition, claim 12 provides for "a conference bridge coupled with the message translator...."

Bossi discloses a communication system in which a Text Teletypewriter (TTY) device 101 is coupled with a communications carrier network 103 having a Telecommunications Relay Service (TRS) platform 104, which includes a protocol conversion server 113. Fig. 1; and column 3, lines 33-39. Thus, Bossi is distinguished from claims 1, 12, 19 and 21 by its use of a TTY device 101, which is a "specialized terminal with a keyboard on which text characters are typed for conversion to tones using well-known Baudot-format." Column 1, lines 22-25. In other words, while the TTY device 101 facilitates a text connection with the protocol conversion server 113, that connection employs analog tone signals over a phone line, which are not carried by an Internet Protocol connection, as provided for in claims 1, 12, 19 and 21. Also, a characteristic of the TTY device 101 is that only half-duplex communications are provided, as indicated in the first full paragraph of page 3 of the current application. As a result, a full-duplex text communication link over an Internet Protocol connection, as provided for in claims 1, 12, 19 and 21, cannot involve use of a TTY device.

Bossi also discloses an "Internet network 120 to which is coupled a workstation 102" by way of an ISP server 121. Column 4, lines 25-37. While a party employing the workstation 102 may converse by way of text with a user of the TTY device 101, only half-duplex

communications may occur due to the limitations of the TTY device 101. Also, Bossi provides no indication or suggestion that the workstation 102 is coupled with the Internet network 120 via a full-duplex communication link.

Further, Bossi neither teaches nor suggests the possibility of using a conference bridge in conjunction with a full-duplex text connection, as only single-party-to-single-party connections are discussed.

Thus, given the foregoing, the Assignee asserts that claims 1, 12, 19 and 21 are allowable in view of Bossi, and such indication is respectfully requested.

Alcendor discloses a Public Switched Telephone Network (PSTN) with an Advanced Intelligent Network (AIN) system and a Central Office (CO) that allows individuals who are hearing- or speech-impaired to participate in telephony conversations. Column 3, lines 19-56. More specifically, a non-impaired PSTN subscriber using a handset telephone 102 is connected through a PSTN network 108 to an impaired user employing a data processing system 104 executing an application such as a Web browser for accessing data on a Web server 106 over the PSTN network. Fig. 1; and column 5, lines 5-34. Further, a Text-to-Speech (TTS) server 106 and a Speech Recognition (SRECO) server 118 are used to transfer text and voice messages between the telephone 102 of the unimpaired party and the data processing system 104 of the impaired party. Fig. 1; and column 5, lines 35-53. However, no indication is provided that the communication path between the impaired party of the data processing system 104 and the Web server 106 is "full-duplex," as provided for in claims 1, 12, 19 and 21. In fact, Alcendor instead states that the impaired party of the data processing system 104 controls when the unimpaired party may response to messages, as the unimpaired party may send a message to the impaired party only when prompted by the impaired party, regardless if the impaired party is speech-impaired only (column 6, line 57, to column 7, line 20; and Fig. 4, steps 402-412), hearing-impaired only (column 7, line 57, to column 8, line 27; and Fig. 5, steps 502-512) or both speech- and hearing impaired (column 7, lines 21 to 56; and Fig. 6, steps 602-616). Thus, the system as shown in Fig. 1, and the process as illustrated in Figs. 4, 5 and 6, of Alcendor enforce a half-duplex protocol between the impaired and unimpaired parties of the phone call.

Further, Alcendor makes does not discuss or suggest a conference bridge or conference calling in conjunction with a full-duplex connection, as only connections involving two parties are disclosed.

Thus, the Assignee contends that claims 1, 12, 19 and 21 are allowable in view of Alcendor, and such indication is respectfully requested.

Claims 2-8, 10 and 11 depend from independent claim 1, claims 13-15 and 17 depend from independent claim 12, and claim 22 depends from independent claim 21. Thus, each of these sets of claims incorporates the provisions of their respective independent claims. Therefore, the Assignee contends that claims 2-8, 10, 11, 13-15, 17, and 22 are allowable for at least the reasons provided above for claims 1, 12 and 21, and such indication is respectfully requested.

As noted above, claims 18 and 20 have been canceled. Thus, the anticipation rejections as applied to these claims are rendered moot.

Therefore, in light of the foregoing, the Assignee respectfully requests withdrawal of the 35 U.S.C. § 102(e) rejections of claims 1-8, 10-15 and 17-22.

#### Obviousness Claim Rejections Under 35 U.S.C. § 103

Claims 9, 16 and 23-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Bossi in view of U.S. Patent No. 5,809,112 to Ryan (hereinafter "Ryan"). Claims 9, 16 and 23-26 also stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Alcendor in view of Ryan. The Assignee respectfully traverses these rejections in light of the current amendments to claims 1 and 12 (as discussed above), and amended claim 23 in view of the foregoing discussion.

More specifically, claim 9 depends from independent claim 1, and claim 16 depends from independent claim 12, thus incorporating the provisions of their associated independent claims. Therefore, the Assignee asserts that claims 9 and 16 are allowable for at least the reasons provided above regarding independent claims 1 and 12. Further, Ryan neither teaches nor suggests a full-duplex text connection via Internet Protocol, or the use of a conference bridge, as provided for in claims 1 and 12.

As to claims 23-26, independent system claim 23, as amended, provides for "a call center message translator for providing services to at least a first party, the call center message translator having *full-duplex text communication capability over Internet Protocol.*" (Emphasis supplied.) Claim 23 also now provides "a conference bridge coupled with the call center message translator to allow the first party to participate in a conference call." As discussed

above, none of Bossi, Alcendor and Ryan teach or suggest such a communication capability involving a full-duplex text connection and a conference bridge. Further, since claims 24-26 depend from independent claim 23, and thus incorporate the provisions of that independent claim, the Assignee contends that claims 24-26 are also allowable for at least the same reasons as claim 23.

Given the foregoing, the Assignee thus respectfully requests that the 35 U.S.C. § 103(a) rejections of claims 9, 16 and 23-26 be withdrawn.

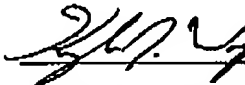
#### Conclusion

Based on the above remarks, the Assignee submits that claims 1-17, 19 and 21-26 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1-17, 19 and 21-26.

The Assignee believes no additional fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

Date: 4/7/05

  
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